



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

**BOARD OF SUPERVISORS**

**Gloria Molina**  
First District

**Yvonne Brathwaite Burke**  
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**Michael D. Antonovich**  
Fifth District

December 2, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 2 TO AGREEMENT NO. H-700134  
WITH OLIVE VIEW-UCLA EDUCATION & RESEARCH INSTITUTE**  
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 2 to Agreement No. H-700134, substantially similar to Exhibit I, for the continued provision of genetic counseling services with Olive View-UCLA Education & Research Institute (ERI), to extend the term for an additional twelve (12) months, through December 31, 2005, and increase the maximum obligation in the amount of \$80,944, net County cost.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:**

Approval of the recommended Amendment to the Genetic Counseling Service Agreement with ERI, a non-County entity, will allow the Department of Health Services (Department) to pay for a Genetic Counselor III and a Prenatal Diagnosis Clinic Coordinator. Since these positions are vital to the operation of the Prenatal Diagnosis Program and Post-Partum Clinic at Olive View-UCLA Medical Center (OVMC), the Department is requesting an increase to the maximum obligation, so that the County can continue the operation of this clinic at its current support level.

**FISCAL IMPACT/FINANCING:**

Amendment No. 2 to Agreement No. H-700134 with ERI will extend the term twelve (12) months and increase the maximum obligation by \$80,944, from \$83,916 to \$164,860, for genetic counseling services provided through December 31, 2005.

Funding is included in the Departments' Fiscal Year (FY) 2004-05 Adopted Budget and will be requested in the FY 2005-06 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 17, 2003, the Board approved delegated authority to the Director of Health Services, or his designee, to execute, upon County Counsel review and approval, various service agreements, under the same terms and conditions as previously provided for under then existing purchase orders. Under this Board action, a Genetic Counseling Services Agreement with ERI was approved for the period of July 1, 2003 through December 31, 2003, for a maximum obligation of \$9,000, net County cost.

On December 16, 2003, the Board approved Amendment No. 1 to Agreement No. H-700134 with ERI, to: 1) increase the maximum obligation by \$18,972 from \$9,000 to \$27,972, for the period of July 1, 2003 through December 31, 2003; and 2) increase the maximum obligation by \$55,944, from \$27,972 to \$83,916, and extend for an additional twelve (12) months from January 1, 2004 through December 31, 2004.

Amendment No. 2 will allow for the continued provision of genetic counseling services for the period of January 1, 2005 through December 31, 2005. Since the inception of this Agreement, a portion of the cost for the Genetic Counselor III services has been paid by the University of California Los Angeles. Because the County now requires that the Genetic Counselor III provide services to the County on a full-time, forty (40) hours per week basis, the payment for the Genetic Counselor III has been increased.

Amendment No. 2, Exhibit I, has been approved by County Counsel. The Agreement may be terminated for convenience upon a ten (10) day advance written notice by either party.

Attachment A provides additional information.

CONTRACT PROCESS:

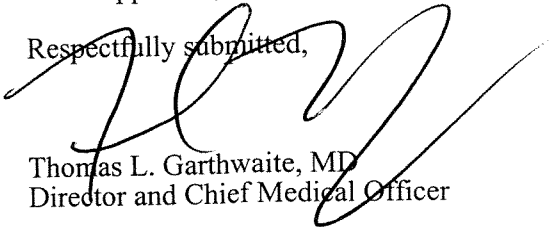
It is not appropriate to advertise amendments to existing agreements on the Los Angeles County Online Web Site.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval of Amendment No. 2 to Agreement H-700134 with ERI will ensure that genetic counseling services continue uninterrupted at OVMC.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, MD  
Director and Chief Medical Officer

TLG:lvb

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

## ATTACHMENT A

### SUMMARY OF AMENDMENT

1. TYPE OF SERVICE:

Genetic counseling, prenatal diagnosis and education services to underserved populations.

2. AGENCY ADDRESS AND CONTACT PERSON:

Denise Tritt, Business Manager  
Olive View-UCLA Education & Research Institute (ERI)  
14445 Olive View Drive  
Sylmar, California 91342  
Telephone: (818) 364-3434  
Facsimile: (818) 364-3465

3. FINANCIAL INFORMATION:

Amendment No. 2 to Agreement No. H-700134 with ERI will extend the term twelve (12) months and increase the maximum obligation by \$80,944, from \$83,916 to \$164,860, for genetic counseling services provided through December 31, 2005.

Funding is included in the Department of Health Services' Fiscal Year (FY) 2004-05 Adopted Budget and will be requested in the FY 2005-06 Proposed Budget.

4. TERM:

July 1, 2003 through December 31, 2005.

5. GEOGRAPHIC AREA TO BE SERVED:

Fifth District.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Melinda Anderson, Chief Executive Officer, Olive View-UCLA Medical Center

7. APPROVALS:

Olive View-UCLA Medical Center: Melinda Anderson, Chief Executive Officer

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel (as to form): Elizabeth Friedman, Senior Deputy

**EXHIBIT I**

Contract No. H-700134-2

**GENETIC COUNSELING SERVICES AGREEMENT**

**AMENDMENT NO. 2**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County").

and

OLIVE VIEW-UCLA EDUCATION &  
RESEARCH INSTITUTE  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document  
entitled, "GENETIC COUNSELING SERVICES AGREEMENT", dated  
June 17, 2003, and further identified as County Agreement  
No. H-700134, and any amendments thereto (all hereafter referred  
to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the  
Agreement to extend its term and make the changes described  
hereinafter; and

WHEREAS, Agreement provides that changes may be made in the  
form of a written amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on the date of  
Board approval.

2. Effective upon Board approval all references to "Exhibit A-1" in the body of this Agreement, shall hereafter be replaced by "Exhibit A-2".

3. Paragraph 1, TERM, of the Agreement shall be revised to read as follows:

"1. TERM: The term of this Agreement shall commence on July 1, 2003, and unless sooner canceled or terminated as provided herein, shall continue in full force and effect to midnight December 31, 2005.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least ten (10) calendar days' prior written notice to the other.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

4. Subparagraph A of Paragraph 2, DESCRIPTION OF SERVICES, of the Agreement shall be revised to read as follows:

"2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and Exhibit A-2, Scope of Work, all attached hereto and incorporated herein by reference."

5. Subparagraphs A and C of Paragraph 4, BILLING AND PAYMENT, of the Agreement shall be revised to read as follows:

"4. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in Exhibit A-2, attached hereto and incorporated herein by reference.

C. Payment by County hereunder shall be made within thirty (30) days after receipt of a billing statement which is deemed to be complete and correct by DHS' Olive View Medical Center, and/or the County's Auditor-Controller, or his/her duly authorized representative in accordance with Exhibit A-2, Paragraph 4, PAYMENT, hereinbelow."

6. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, of the Agreement shall be amended to add subparagraph C, as follows:

"C. During the period of January 1, 2005 through December 31, 2005, the maximum obligation of County for all services provided hereunder shall not exceed Eighty Thousand, Nine Hundred Forty-Four Dollars (\$80,944)."

7. Paragraph 25, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of the Agreement, shall be amended to read "COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM", and subparagraphs A and B shall be replaced with the following:

"25. COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in

compliance with employment and wage reporting requirements as required by the federal Social Security Act [ (42 USC section 653 (a) ] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the "Termination for Default Paragraph of this Agreement



[or "Term and Termination" Paragraph of this Agreement, whichever is applicable] and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

8. Paragraph 36, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of the Agreement, shall be replaced in its entirety with the following:

"36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement

and any or all existing contracts Contractor may have with County.

C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by the same, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is

presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposal decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors/subconsultants of Contractors."

9. Paragraph 42, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, shall be added to the Agreement, as follows:

"42. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

10. Effective upon Board approval all references to "Exhibit A-1", shall be replaced by "Exhibit A-2", attached hereto and incorporated herein by reference.

11. Effective upon Board approval Schedule 3 shall be added to the Agreement, attached hereto and incorporated herein by reference.

12. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

OLIVE VIEW-UCLA EDUCATION &  
RESEARCH INSTITUTE  
\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Irene E. Riley, Director  
Contract Administration

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12/02/04

SCOPE OF WORK

GENETIC COUNSELING SERVICES AGREEMENT

1. CONTRACTOR PERSONNEL:

A. Contractor shall designate an administrator to lead and coordinate Contractors day-to-day provision of genetic counseling services hereunder. Upon request by Director, Contractors administrator shall be available at all reasonable times (Monday through Saturday, 8:00 a.m. to 5:00 p.m.) to explain the services it is providing to County hereunder; such explanation shall include, but not be limited to, providing oral presentations on behalf of the Director, and upon Director's request, providing written reports to each appropriate County facility receiving services herein.

Contractor shall notify County, in writing, of the name, telephone (e.g., cellular [cell phone]), pager, and facsimile/FAX number(s) of Contractor's designated day-to-day administrator within ten (10) calendar days prior to the effective date of this Agreement.

B. Contractor's administrator shall be responsible for determining daily work duties, staffing levels, scheduling, and staffing hours needed to properly provide genetic

counseling services hereunder, which shall be prepared in writing and submitted to the Director for approval, before any such services are provided. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of Director, the names of Contractor's staff (including any subcontractor staff) their titles, professional degrees (if any) salary history, and experience in providing services hereunder.

C. Contractor's administrator shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Further, unless directed pursuant to this Agreement by Director to do otherwise, Contractor shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder.

D. Contractor assumes the sole responsibility for the timely completion of all activities assigned or to be performed hereunder.

2. COUNTY PERSONNEL: County does not anticipate assigning County personnel or employees to assist Contractor on a full-time or even a part-time basis regarding services to be provided by Contractor pursuant to this Agreement. However, County personnel will be made available to Contractor at the discretion of Director to provide necessary input and assistance in order to

answer questions and provide necessary liaisons between Contractor and County. In any event, County further will provide Contractor with an appropriate contact person at each work site location to be served under this Agreement.

3. SERVICES TO BE PROVIDED BY CONTRACTOR: Contractor shall provide genetic counseling services within the Schedule of Genetic Counseling Services Fees, attached hereto and incorporated herein by reference, for the performance of the following:

A. Contractor shall provide Genetic Counselor services for the Olive View-UCLA Prenatal Diagnosis Program.

Contractor shall provide Genetic Counselor(s) to:

- Provide genetic counseling to patients referred to the Olive View Prenatal Diagnosis Unit: obtain detailed pregnancy and family histories; review medical records; counsel patients regarding significance of genetic disorders, inheritance patterns, recurrence risks for birth defects and options for prenatal testing; counsel patients regarding abnormal results; prepare genetic counseling summary reports for clinicians;

- Supervise genetics clinic support staff and oversee daily activities of the clinic;



- Respond to genetic inquiries from within the hospital (NICU, inpatient GB, and inpatient/outpatient pediatrics) and the outlying health centers;

- Counsel patients and/or coordinate referrals to the Olive View-UCLA Pediatric Genetics Clinic and/or the UCLA Medical Genetics Clinic;

- Conduct weekly meetings with clinical staff to review and discuss cases;

- Maintain and update library of low literacy patient literature and educational materials;

- Lecture the medical community and lay public on genetic diseases, birth defects, prenatal diagnosis, genetic screening and indications for referral;

- Supervise clinical activities of other Genetic Counselors and genetic counselor interns; and,

- Serve as administrative assistant to medical director for Olive View/UCLA Prenatal Diagnosis AFP Program, including regular quality assurance, monitoring of delivery outcomes and handling of AFP reimbursement.

B. Contractor shall provide Genetic Counselor services for the Olive View Perinatal Loss and Post-Partum Clinic. Contractor shall provide Genetic Counselor to provide genetic counseling in select fetal loss cases: refer

patients to appropriate social service agencies and parent support groups, and prepare genetic counseling summary letters with recommendations for future pregnancies.

4. SERVICE DELIVERY SITE: Contractor shall provide services hereunder located at: Olive View-UCLA Medical Center, 14445 Olive View Drive, Sylmar, California 91342.

5. REPORTS: Contractor shall provide ad-hoc reports required by County as mutually agreed to.

6. HEALTH CLEARANCE: Prior to employment or service provision and annually thereafter, Contractor shall provide a written certification that each provider of services under this Agreement has a health examination in accordance with Title 22, California Code of Regulations requirements, is free of infectious disease(s) has been immunized against common communicable diseases, has received a chest x-ray and/or tuberculin skin test (Mantoux test) and is able to perform the assigned duties.

7. BLOODBORNE PATHOGENS: Contractor must read and sign a statement that she/he has read the Occupational Safety and Health Administration ("OSHA") Bloodborne Pathogens Information packet prior to providing services under this Agreement. Medical Director shall retain such statement in Contractor's credentialing files.

Failure to comply with the requirements of this Paragraph, as determined by a Medical Facility audit/compliance review, shall constitute a material breach of this Agreement upon which Director may immediately terminate this Agreement.

8. PAYMENT:

(1) Subject to the terms and conditions of this Agreement and upon receipt of a complete and correct billing statement, and upon approval by Director of the same, County shall reimburse Contractor for genetic counseling services, effective January 1, 2005 through December 31, 2005, as described in Schedule 3.

In any event, reimbursement for genetic counseling services rendered in the performance of Contractor's services described in this Agreement shall be included within Contractor's bill. It is an all-inclusive rate.

(2) County shall pay for all services which County considers complete and correct. Payment for incorrect billings shall be included when resolved in the next payment cycle.

(3) Director shall evaluate all services and tasks performed by Contractor. If, in Director's sole discretion, a service/task is not satisfactorily performed, Director shall provide Contractor with a written assessment of the deficiencies. Contractor shall, within ten (10) working

days of receipt of Director's deficiency notification, remedy the identified deficiencies, at no additional cost to County. This approval process shall be repeated until Director deems all deficiencies have been remedied. Unless and until Contractor remedies all identified deficiencies, County shall not have any obligation to pay Contractor for the deficient work.

12/02/04  
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SCHEDULE 3

Genetic Counseling Services Fees  
Olive View-UCLA ERI Genetic Counseling Services  
January 1, 2005 - December 31, 2005

Maximum Obligation: \$80,944

Genetic Counselor III	\$3,583.33/Month (Full-time, approx. 40 hours per week)	\$43,000
Prenatal Diagnosis Clinic Coordinator	\$3,162/Month	\$37,944
		<hr/>
		\$80,944